



December 7, 2004
Attn: Mr. Clemens Pfeiffer
Re: Distribution/ Sales

Okay Clemens,

Since this is your first pass with our product, here's where we can start with the pricing. We will initially start you guys out as drop ship distributors. As you know **1000 units** is our minimum for distribution at **\$64.99**. **What I can offer using the future business model is a \$64.99 bottom price for the 2005 season.** Once you get to where you can handle a minimum 1000 unit purchase order, we may be able to save you a buck or two from our distribution price schedule. **I can assure you that you will need more than 1000 units**

As you know, our cost for NFL players endorsement is not cheap, but will be provided to you at no additional charge. All of our marketing materials ie: (Brochures, CD'S, Flyers, etc.) featuring All-Pro wide-receiver Chad Johnson, Dennis Northcutt, TJ Houshmanzadeh will have those kids running to the stores. Also, please be aware Clemens that having first pass in Austria to sell the product will give you the upper hand in your region. Not to mention getting this price without carrying inventory, which in turn gives you guys an even playing field with Modell's, Sports Authority, and East-bay Catalog, which are currently selling our product.

Terms for each transaction will require full payment via; credit card, cash, and/or letter of credit, FOB Los Angeles. Our goal here is for us to work together and enjoy all the benefits of selling this revolutionary product. I think this is a win-win situation for both parties involved. Read this over and lets get the ball rolling. Once we establish a good working relationship, I'll get you better pricing. One thing you can be sure of Clemens, there will not be a problem moving this product.

However, it is important that we move quickly as inquiries have begun to start. Once you receive the packets read it over and get it back asap. I would like to have the logistics wrapped up very quickly as the 2005 season is upon us. I,m looking forward to working with you guys and providing the best in customer service, performance, quality, and style. At Phenom, we understand athlete's desire to have an edge on the competition. Our product gives them that and so much more.

Attached is a copy of our distribution price schedule for your review. Also, employee packets and article's about Phenom Factory and our product. I'll send out the other marketing material you requested once we finalize things. **Check out our web-site www.phenomfactory.com for other product info.**

Thanks,

A handwritten signature in dark ink, appearing to read 'Charles Collins', with a long horizontal flourish extending to the right.

Charles Collins

CEO- Phenom Factory

DISTRIBUTION PRICE LIST RETAIL ACCOUNTS AS FOLLOWS:

HIT-PROOF

RETAIL PRICING CHART

SLEEVELESS ITEM# 1-03

LONG SLEEVE ITEM #2-03

XXS/XS/SM

RETAIL	1000 UNIT	2500 UNIT	5000 UNIT	10000 UNIT	20000 UN
#1-03 94.99	62.99	62.99	62.99	2%	2%
#2-03 99.99	64.99	64.99	64.99	2%	2%

MED/LG/XL

RETAIL	1000 UNIT	2500 UNIT	5000 UNIT	10000 UNIT	20000 UN
#1-03 94.99	64.99	64.99	64.99	2%	2%
#2-03 99.99	66.99	66.99	66.99	2%	2%

XXL/XXXL

RETAIL	1000 UNIT	2500 UNIT	5000 UNIT	10000 UNIT	20000 UN
#1-03 99.99	66.99	66.99	66.99	2%	2%
#2-03 104.99	68.99	68.99	68.99	2%	2%

NOTE: ALL ORDERS SUBJECT TO CREDIT APPROVAL, TERMS WILL NET 30 DAYS
FREIGHT IS FOB LOS ANGELES. INSUFFICIENT CREDIT WILL REQUIRE A 50%
DEPOSIT WITH BALANCE DUE UPON RECEIVE OF PRODUCT OR LETTER OF CREDIT
FROM BANKING INSTITUTION. Early bird price schedule before Feb 1, 2005 (61.99)
all sizes. First time test run on product minimum 150 units 64.99.

ALLOW 2-3 Weeks for standard black & white. 4-6 Weeks navy, royal, green, red,
Note: (burgundy, grey) special order only minimum 100 units.

PLEASE BE AWARE ALL PRICING SUBJECT TO CHANGE WITHOUT NOTICE.

WE OFFER 30 DAY EXCHANGE POLICY ON ALL GOODS.

3% DISCOUNT ON ALL CASH PAYMENTS:

**PHENOM FACTORY
INDEPENDENT CONTRACTOR/EMPLOYEE
DOCUMENTS CHECKLIST**

This is to be completed by the designated representative of PHENOM FACTORY. The following documents must be completed by all employees and/or independent sales contractors of PHENOM FACTORY.

date received

- | | |
|---|-------|
| 1. Employment Application | _____ |
| 2. Employment Agreement | _____ |
| 3. Employment Eligibility Verification | _____ |
| 4. Copy of Document that Establishes Identity | _____ |
| 5. Copy of Document that Establishes Employment Eligibility | _____ |
| 6. W-9 | _____ |
| 7. Non Disclosure Agreement | _____ |
| 8. Contract For Services | _____ |
| 9. Sales Commission Plan | _____ |

Date of hire: _____

1st Date of employment _____

PHENOM FACTORY Employee Signature

Title

Date

PHENOM FACTORY EMPLOYMENT APPLICATION

THIS FORM IS TO BE FILLED OUT BY THE EMPLOYEE/INDEPENDENT SALES REPRESENTATIVE

This section to be completed by the employee

Name: _____
Last First Middle Initial Other Names

Social Security Number: _____

Residence Address: _____
Street City State Zip Code

Mailing Address (if different): _____
Street City State Zip Code

Home Telephone Number _____ Cell/Pager Number _____

Date of Birth: _____ Age: _____ Gender _____

Emergency Contact Name: _____ Relationship _____

Emergency Contact Phone Number: _____

Last Place of Employment _____ Years There _____

Ethnicity (check one): ☐ Hispanic ☐ White ☐ Black ☐ Asian ☐ Pacific Islander
☐ American Indian ☐ Alaskan

Citizenship: ☐ USA ☐ Other If "Other," Name of Country _____

Drivers License Number : _____ State: _____ Expiration Date _____

Please List Any Endorsements on License: _____

Names of known Allergies: _____

Names of Known Health Conditions: _____

Handicapped: ☐ Yes ☐ No

Smoker: ☐ Yes ☐ No

Vietnam Veteran ☐ Yes ☐ No

Disables Veteran ☐ Yes ☐ No

ALL FORMS MUST BE RETURNED TO PHENOM FACTORY BEFORE YOU ARE ELIGIBLE TO RECEIVE PAY.

* I understand that PHENOM FACTORY is committed to providing a safe working environment and to fostering the well being and health of its employees. I understand that I will be subject to alcohol and drug testing when I have been involved in a work related, reportable accident or when my performance could have contributed to such an accident. I understand that all applicable federal and/or state laws and regulations will be adhered to by PHENOM FACTORY and that the results from drug testing shall be treated as confidential information. I understand that the **FIRST** offense will result in **immediate termination** without warning or notice. I also understand that my refusal to submit to post accident drug testing shall be treated by PHENOM FACTORY the same as if I had tested "positive" for the required test.

I have completed the required forms and have read and understand the above information.

Employee Signature

Date

Please phone regarding questions 1-800-473-6306 or 310-575-1623 or 1624.

PHENOM FACTORY EMPLOYMENT AGREEMENT

IN CONSIDERATION OF MY EMPLOYMENT WITH PHENOM FACTORY, I AGREE TO THE FOLLOWING:

A. WORKERS COMPENSATION CLAIMS

All work-related injuries and/or illness that occur, while on or at work assignment, shall be reported to PHENOM FACTORY immediately following the incident. I understand that I will be subject to alcohol/drug testing when I have been involved in a work related, reportable accident or when my performance could have contributed to such an accident. I further understand that all processing of such claims will be handled by PHENOM FACTORY in conjunction with its worker's compensation insurance carrier and that any compensation due to me shall be paid directly by the workers' compensation carrier. I also hold harmless any client or customer of PHENOM FACTORY from any claim arising out of the assignment which normally would be covered by workers' compensation if I was an employee of the client. Therefore, I voluntarily acknowledge that this agreement will be for the benefit of the client or customer. I further agree to hold harmless the customers to whom I am assigned for any injuries and /or illness that should be incurred as first mentioned in this section.

B. TRADE SECRETS

1. CONFIDENTIAL INFORMATION AND MATERIALS

The term "confidential Information and Materials" means all information belonging to or used by PHENOM FACTORY OR PHENOM FACTORY clients or customers to internal operation and procedures and policies, business strategies, pricing, billing information, personal information, customer contacts, PHENOM FACTORY clients, sales lists and information, employee lists, technology, software source codes, programs, costs, marketing plans, developmental plans, computer programs, computer systems, inventions, developments, security codes and system and all other PHENOM FACTORY proprietary information and trade secrets of every kind and character. Confidential Information and Materials and the extend thereof is at PHENOM FACTORY'S sole discretion and such rights shall expire immediately upon termination of employee's employment with PHENOM FACTORY OR AS PHENOM FACTORY otherwise directs.

2. NON-DISCLOSURE AND NON-USE

The employee shall not either during or after his/her employment with PHENOM FACTORY, disclose any Confidential Information or Materials to any person, firm, corporation, association or other entity for any reason or purpose unless reasonably necessary for the performance of his/her duties for PHENOM FACTORY. Employees shall not use any Confidential Information or Materials in any manner other than to further PHENOM FACTORY BUSINESS. Upon the termination of employment, the employee shall immediately return all property in his/her possession or control relating to PHENOM FACTORY including but not limited to: personnel manuals, computer program manuals, brochures, price list, mannequins, suits, and designs worked on in the course of employment with PHENOM FACTORY.

I understand and agree that this Agreement does not modify my at-will relationship with PHENOM FACTORY. This agreement shall be governed by the laws of the State of California and other than its choice of law rules. Any provision or portion thereof, of the Agreement shall still remain in full force and effect to the extent allowable by law.

I have read each section of this agreement, understand them and I accept the terms and conditions described.

C. EMPLOYEE AT-WILL AGREEMENT STATEMENT

I understand that my employment with PHENOM FACTORY IS at-will and may be terminated with or without cause, and with or without notice, at either my or the Company's option. I further understand and agree notwithstanding the above, that, no manager, representative, agent or employee of PHENOM FACTORY, other than its President, has now or has had in the past any authority to enter into an agreement for employment for any specified period of time or to make any agreement which is contrary to or a modification of the above described employment relationship, and that any such agreement or representation must be in writing and signed by both myself and the president of PHENOM FACTORY in order to be effective.

D. AUTHORIZATION AND UNDERSTANDING

I certify that information given herein is true and complete without qualification. I understand that PHENOM FACTORY may investigate my work and personal history and verify all data given on the application, on related papers and in interviews and I authorize PHENOM FACTORY to do the same. I understand and acknowledge that any misrepresentation or omission of fact by me can result in immediate discharge.

If I resign or if I am terminated, I authorize PHENOM FACTORY to use any information in its possession concerning me for reference purposes and/or if legally required to furnish any information, including disclosure of information to any third party, future employer or prospective future employer, without my receiving any proper notice, and I release PHENOM FACTORY from any liability in connection with such use or disclosure.

In consideration of my employment, I agree to conform to the rules and regulations of PHENOM FACTORY including without limitation the employee manual and the direction of its Supervisors. I understand and acknowledge that, if employed, unless my employment becomes subject to a collective bargaining agreement, my employment compensation will be at the will of PHENOM FACTORY and can be terminated, with or without cause, and with or without notice, at any time at the option of either PHENOM FACTORY or myself. I further understand and agree that no manager, representative, agent or employee of PHENOM FACTORY other than its President, has now or has had in the past any authority to enter into any agreement for employment for any specified period of time or to make any agreement which is contrary to a modification of the above described employment relationship, and that any such agreement or representation must be in writing and signed by both myself and the President of PHENOM FACTORY in order to be effective.

I further understand that my employment is conditional until such time as the results of any pre-employment drug testing, if any is required, are known, and are further conditioned upon verification of the information contained in this application. I also understand and acknowledge that, as a part of the hiring process and throughout my employment, if hired, I may be required to submit to medical/physical examinations at the employer's discretion and expense.

I further attest that all of the foregoing is true and correct information in this application. I understand that I can be disciplined or terminated by PHENOM FACTORY for providing inaccurate or false information on their application.

PHENOM FACTORY is an Equal Opportunity Employer and therefore complies with the laws prohibiting discrimination of such factors as race, color, religion, sex, height, weight, national origin, citizenship, age, marital status, sexual preference or handicap.

E. CONSENT FOR RELEASE OF INFORMATION/BACKGROUND INVESTIGATION

In consideration for my application for employment at PHENOM FACTORY, I hereby authorize my former employer to provide any and all written and verbal information concerning me and my character, moral fitness and honesty, my ability to get along with supervisors and co-workers, my ability to perform the position for which I have applied, my disciplinary record, my education and training, and the dates of employment, compensation and such other information maintained by the former employer. It is the intent of the company to keep all information we receive during any background investigation private and confidential.

In further consideration of the time and effort in responding to this request, I hereby release my former employer, its employees, officers, directors, agents, personnel, attorneys, affiliates and related entities from any and all claims, liabilities, damages or causes of action in any way arising from the references or information provided as a result of the authorization. I agree to waive all my rights to bring any action of defamation, invasion of privacy, or any other similar cause of action against anyone contacted as a result of what is said about me.

I further agree that a copy of this Consent for Release of Information can be supplied to my former employer in lieu of the original. I also understand that the information I supply will be checked and that any false statement or omission of fact in connection with employment may result in dismissal from PHENOM FACTORY.

F. POLICY AGAINST HARASSMENT

PHENOM FACTORY is committed to providing a work environment that is free of discrimination and harassment. In keeping with the commitment, we maintain a strict policy prohibiting all forms of unlawful harassment, including sexual harassment and harassment based on race, color, religion, national origin, age or any other characteristic protected by law. This policy applies to all employer agents and employees, including supervisors and non-supervisory employees. Furthermore, it prohibits unlawful harassment in any form including verbal, physical and visual harassment.

Any employee who believes he or she has been harassed by a co-worker, supervisor, or agent of the employer should promptly report the facts of the incident or incidents and the names of the individuals involved to his or her supervisor, or in the alternative to the President of PHENOM FACTORY. It is the responsibility of each employee to immediately report any violations or suspected violation of this policy to one or more of the individuals identified above. PHENOM FACTORY will investigate all such claims and take appropriate corrective action, including disciplinary action, when it is warranted.

Independent Contractor/Employee Signature

Date

Independent Contractor/Employee Name (Please Print)

PHENOM FACTORY NON DISCLOSURE AGREEMENT

EFFECTIVE DATE:

In consideration of the disclosure of Proprietary Information (as defined below) by Phenom-Factory Inc. and Charles Collins ("Owner") to _____ ("Recipient"), Recipient agrees as follows:

1. Proprietary Information" as used in this Agreement means all designs, patentable or otherwise, and all trade secret aspects of Owner's padded compression suit and related product line, including formulas, contents, materials, and all processes related to said compression suit and product line, that (I) derives independent economic value, whether actual, potential, or both from not being generally known to the public or to persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by Owner, including this Agreement, that are reasonable under the circumstances to maintain its secrecy.
2. "Improvements" means improvements, modifications, adaptations, revisions, enhancements, additions or changes to any of Owner's product line and all related trade secret formulas and processes.
3. The only permitted use of Owner's Proprietary Information being disclosed to Recipient is for the purpose of assisting Owner in the manufacture, production and marketing of said compression suit and product line. Proprietary Information shall be used only as expressly permitted in this Agreement and shall not be disclosed or revealed by Recipient to any third party without the prior consent from owner and agreement by any third party to the terms of this Agreement.
4. This Agreement covers all Proprietary Information, that is disclosed by Owner to Recipient from the Effective Date until the termination of business dealings between Owner and Recipient.
5. Recipient shall disclose Proprietary Information using the same degree of care as Recipient would use to protect its won proprietary information, but no less than a reasonable degree of care. Recipient shall disclose Proprietary Information only to its employees or contractors who have a need to know and are bound by obligations of confidentiality and sign this Agreement.
6. Recipient does not acquire any rights in the Proprietary Information or any Improvements thereto, except the limited right to use the Proprietary Information as described in this Agreement. Recipient agrees not to develop or acquire information the

same as or similar to Owner's Proprietary Information.

7. Recipient acknowledges that any breach of this Agreement may result in irreparable harm to Owner for which damages would be an inadequate remedy, and therefore, in addition to rights and remedies available at law, owner shall also be entitled to equitable relief, including restraining orders and injunctions.

8. This Agreement does not create any obligation upon Owner to transact any particular business with Recipient, nor does this Agreement require Owner to continue to transact with Recipient, absent separate documentation and invoicing. The purpose of this Agreement is solely to obtain the express consent of Recipient to the terms of nondisclosure regarding Owner's Proprietary Information and trade secrets.

9. This Agreement can only be amended or modified by the consent of Owner and only by a further writing signed by Recipient.

10. This Agreement shall be construed pursuant to California law, including Civil code Section 3426 et. Seq., known as the Uniform Trade Secrets Act, governing the protection of trade secrets, and federal patent law. Any dispute shall be resolved in the County of Low Angeles, California.

11. This Agreement inures to the benefit of, and be binding upon, the successors and assigns of Owner and Recipient.

IN WITNESS WHEREOF, Recipient has caused this Nondisclosure Trade Secret Agreement to be executed by its duly authorized representative.

RECIPIENT: _____

By: _____
Name/Title:

PHENOM FACTORY

Sales Commission Plan And Processing Instructions For Independent Contractors Suit Sold at Retail & Wholesale as Follows

* 1 suit sold @ retail price of \$144.99 plus the appropriate State Sales tax, the Independent Contractor will receive 10% of sale price (not including sales tax)

*20 or more suits sold @ the team discount of 20% off retail price, the Independent Contractor will receive 10% of sale price.

Example:

1 short sleeve, medium suit sold @ \$144.99 = \$14.49 commission.

20 short sleeve, medium suits sold @ \$2,320.00 = \$232.00 commission

* All payments I.e., purchase orders, checks, and/or money orders are made payable to Phenom Factory Inc.

* All sales will be invoiced to the End User (Purchaser) by Phenom Factory.

* The Independent Contractor will provide Phenom Factory with the customers name; customer title; complete shipping and billing address; telephone number; names of people ordering suit with color, style and size specifications, check or purchase order number.

* Commissions will normally be paid within 15-30 days following verification of payment for order.

* If a customer fails to pay an invoice or returns the product within 30 days, the Independent Contractor may be charged back some or all of the commission.

* Phenom Factory Reserves the right to make revisions to the sales compensation program at it's discretion. In the event of any changes, you will be notified prior to the beginning of the month it would take effect.

Signature

Date

Employment Eligibility Verification

INSTRUCTIONS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

Anti-Discrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Section 1 - Employee. All employees, citizens and noncitizens, hired after November 6, 1986, must complete Section 1 of this form at the time of hire, which is the actual beginning of employment. The employer is responsible for ensuring that Section 1 is timely and properly completed.

Preparer/Translator Certification. The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete Section 1 on his/her own. However, the employee must still sign Section 1.

Section 2 - Employer. For the purpose of completing this form, the term "employer" includes those recruiters and referrers for a fee who are agricultural associations, agricultural employers or farm labor contractors.

Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required document(s) within three business days, they must present a receipt for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. Employers must record: 1) document title; 2) issuing authority; 3) document number, 4) expiration date, if any; and 5) the date employment begins. Employers must sign and date the certification. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9. However, employers are still responsible for completing the I-9.

Section 3 - Updating and Reverification. Employers must complete Section 3 when updating and/or reverifying the I-9. Employers must reverify employment eligibility of their employees on or before the expiration date recorded in Section 1. Employers **CANNOT** specify which document(s) they will accept from an employee.

- If an employee's name has changed at the time this form is being updated/ reverified, complete Block A.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee is still eligible to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.

- If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B and:
 - examine any document that reflects that the employee is authorized to work in the U.S. (see List A or C),
 - record the document title, document number and expiration date (if any) in Block C, and
 - complete the signature block.

Photocopying and Retaining Form I-9. A blank I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed I-9s for three (3) years after the date of hire or one (1) year after the date employment ends, whichever is later.

For more detailed information, you may refer to the INS Handbook for Employers, (Form M-274). You may obtain the handbook at your local INS office.

Privacy Act Notice. The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by officials of the U.S. Immigration and Naturalization Service, the Department of Labor and the Office of Special Counsel for Immigration Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

Reporting Burden. We try to create forms and instructions that are accurate, can be easily understood and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: 1) learning about this form, 5 minutes; 2) completing the form, 5 minutes; and 3) assembling and filing (recordkeeping) the form, 5 minutes, for an average of 15 minutes per response. If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to the Immigration and Naturalization Service, HQPDI, 425 I Street, N.W., Room 4034, Washington, DC 20536. OMB No. 1115-0136.

EMPLOYERS MUST RETAIN COMPLETED FORM I-9
PLEASE DO NOT MAIL COMPLETED FORM I-9 TO INS

Form I-9 (Rev. 11-21-91)N

Employment Eligibility Verification

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. **ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification. To be completed and signed by employee at the time employment begins.

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #
I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.		I attest, under penalty of perjury, that I am (check one of the following):	
		☐ A citizen or national of the United States ☐ A Lawful Permanent Resident (Alien # A _____) ☐ An alien authorized to work until ____/____/____ (Alien # or Admission #) _____	
Employee's Signature			Date (month/day/year)

Preparer and/or Translator Certification. (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

Section 2. Employer Review and Verification. To be completed and signed by employer. Examine one document from List A OR

examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number and expiration date, if any, of the document(s)

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): ____/____/____		____/____/____		____/____/____
Document #: _____		_____		_____
Expiration Date (if any): ____/____/____				

CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) ____/____/____ and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name	Address (Street Name and Number, City, State, Zip Code)	Date (month/day/year)

Section 3. Updating and Reverification. To be completed and signed by employer.

A. New Name (if applicable)	B. Date of rehire (month/day/year) (if applicable)
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility.	
Document Title: _____ Document #: _____ Expiration Date (if any): ____/____/____	
I attest, under penalty of perjury, that to the best of my knowledge, this employee is eligible to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.	
Signature of Employer or Authorized Representative	Date (month/day/year)

LISTS OF ACCEPTABLE DOCUMENTS

LIST A

Documents that Establish Both Identity and Employment Eligibility

1. U.S. Passport (unexpired or expired)
2. Certificate of U.S. Citizenship (*INS Form N-560 or N-561*)
3. Certificate of Naturalization (*INS Form N-550 or N-570*)
4. Unexpired foreign passport, with *I-551 stamp* or attached *INS Form I-94* indicating unexpired employment authorization
5. Alien Registration Receipt Card with photograph (*INS Form I-151 or I-551*)
6. Unexpired Temporary Card (*INS Form I-688*)
7. Unexpired Employment Authorization Card (*INS Form I-688A*)
8. Unexpired Reentry Permit (*INS Form I-327*)
9. Unexpired Refugee Travel Document (*INS Form I-571*)
10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (*INS Form I-688B*)

OR

LIST B

Documents that Establish Identity

1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address
 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address
 3. School ID card with a photograph
 4. Voter's registration card
 5. U.S. Military card or draft record
 6. Military dependent's ID card
 7. U.S. Coast Guard Merchant Mariner Card
 8. Native American tribal document
 9. Driver's license issued by a Canadian government authority
- For persons under age 18 who are unable to present a document listed above:
10. School record or report card
 11. Clinic, doctor or hospital record
 12. Day-care or nursery school record

AND

LIST C

Documents that Establish Employment Eligibility

1. U.S. social security card issued by the Social Security Administration (*other than a card stating it is not valid for employment*)
2. Certification of Birth Abroad issued by the Department of State (*Form FS-545 or Form DS-1350*)
3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. Native American tribal document
5. U.S. Citizen ID Card (*INS Form I-197*)
6. ID Card for use of Resident Citizen in the United States (*INS Form I-179*)
7. Unexpired employment authorization document issued by the INS (*other than those listed under List A*)

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

CONTRACT FOR SERVICES

This Agreement is made between:

CLIENT: PHENOM FACTORY

And

CONTRACTOR:

(Name & Address)

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This Agreement shall become effective on _____ and shall continue in effect until terminated in accordance with the terms of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee or agent of Contractor. Contractor is not an employee for state or federal tax purposes. Contractor agrees he is not entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subcontractors. Contractor shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Specific Services

Section 3.01. (a) Client is in the business of

(b) Contractor agrees to provide design services to Client on an as-needed or per-project basis.

Workers' Compensation

Section 5.02. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

Indemnification of Liability

Section 5.03. Each party shall indemnify and defend the other from and against any claim, liability, loss, cost, demand, or damage, including attorney's fees and other legal expenses, arising from any breach or default in the performance of any obligation to be performed under the terms of this Agreement or arising directly or indirectly from any act or omission of the other party, or the other party's assistants, employees, agents, or contractors. The indemnitor, upon notice from the indemnitee, shall defend the same at the indemnitor's expense by counsel reasonably satisfactory to the parties and the parties shall cooperate with each other in such defense.

Assignment

Section 5.04. Notwithstanding the provisions of Section 3.03 herein, neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by Contractor without the prior written consent of Client. Any unauthorized assignment or delegation shall be null and void.

State and Federal Taxes

Section 5.05. As Contractor is not Client's employee, Contractor is responsible for paying all required local, state and federal taxes and all other standard withholdings. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for services under this agreement. On request, Contractor will provide Client with proof of timely payment. Contractor agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Contractor's failure to comply with this provision.

Confidential Information, Trade Secrets, and Inventions

Section 5.06. (a) Contractor acknowledges and agrees that the names and addresses of Client's customers and all other confidential information relating to those customers, including their buying habits and special needs, are provided to Contractor in confidence and constitute trade secrets obtained by Client and that the sale or unauthorized use or disclosure of any of Client's trade secrets obtained by Contractor during the term of this Agreement constitutes unfair competition.

(b) During the term of this Agreement, Contractor will have access to and become acquainted with various other trade secrets consisting of, and including but not limited to, pricing policies, formulas, patterns, devices, secret inventions, processes, compilations of information, records, and specifications, all of which are owned by Client and regularly used in the operation of Client's business.

(c) All files, records, documents, drawings, specifications, equipment, and similar items

relating to the business of Client, whether they are prepared by Contractor or come into Contractor's possession in any other way and whether or not they contain or constitute trade secrets owned by Client, are and shall remain the exclusive property of Client.

(d) Contractor agrees that he shall not misuse, misappropriate, or disclose any of the trade secrets and other confidential information described herein, or use them in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of his performance of this Agreement.

(e) Contractor agrees that all designs, plans, reports, specifications, drawings, inventions, processes, and other information or items produced by Contractor while performing services under this Agreement will be assigned to Client as the sole and exclusive property of Client and Client's assigns, nominees, and successors, as will any copyrights, patents, or trademarks obtained by Contractor while performing services under this Agreement. On request and at Client's expense, Contractor agrees to help Client obtain patents and copyrights for any new developments. This includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting Client in completing any required application or registration.

Contractor's Qualifications

Section 5.07. Contractor represents that he has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of Client. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of this Agreement. However, Client may, as reasonably requested by Contractor, render advice and training assistance to Contractor and his employees or agents.

ARTICLE 6. OBLIGATIONS OF CLIENT

Cooperation of Client

Section 6.01. Client agrees to comply with all reasonable requests of Contractor and provide access to all information and facilities reasonably necessary to the performance of Contractor's duties under this Agreement.

Assignment

Section 6.02. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Contractor. Any unauthorized assignment or delegation shall be null and void.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 7.01. This Agreement shall remain in effect unless terminated, as follows:

(a) The occurrence of circumstances that make it impossible or impracticable for the business of Contractor or Client to be continued,

- (b) The death of Contractor,
- (c) The loss by Contractor of legal capacity to contract,
- (d) The loss by Client of legal capacity to contract,
- (e) The willful breach of duty by Contractor in the course of this Agreement, unless waived by Client,
- (f) The retirement of Contractor,
- (g) The mutual agreement of Contractor and Client.
- (h) Upon the expiration of 15 days written notice given by either party to the other.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01. Any notices to be given hereunder by either party to the may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

Entire Agreement of the Parties

Section 8.02. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity

Section 8.03. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees

Section 8.04. If any action at law or in equity, arising out of this transaction, is brought, the prevailing party shall be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

Section 8.05. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that proper venue for the trial of any action or proceeding arising out of this transaction shall be in the court of competent jurisdiction within the County of Los Angeles, State of California.

Executed at

on the date and year written below.

CONTRACTOR:

By: _____

Date: _____

Social Security or Taxpayer
Identification Number

CLIENT:

By: _____

Date: _____

Charles E. Collins
President/CEO